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UNITED STATES PATENT AND TRADEMARK OFFICE

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EXAMINER
ZURITA, JAMES H

ART UNIT	PAPER NUMBER
3625	

SHORTENED STATUTORY PERIOD OF RESPONSE	MAIL DATE	DELIVERY MODE
3 MONTHS	04/13/2007	PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

If NO period for reply is specified above, the maximum statutory period will apply and will expire 6 MONTHS from the mailing date of this communication.

PTOL-90A (Rev. 10/06)

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE <u>3</u> MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
  Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on <u>22 January 2007</u>.

2a)☐ This action is **FINAL**.   2b)☒ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) <u>80-86,89-98,101-110 and 113-115</u> is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) <u>80-86, 89-98, 101-110, 113-115</u> is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☐ All   b)☐ Some * c)☐ None of:

      1.☐ Certified copies of the priority documents have been received.

      2.☐ Certified copies of the priority documents have been received in Application No. _____.

      3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☐ Notice of References Cited (PTO-892)

2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3) ☐ Information Disclosure Statement(s) (PTO/SB/08)
    Paper No(s)/Mail Date _____.

4) ☐ Interview Summary (PTO-413)
    Paper No(s)/Mail Date. _____ .

5) ☐ Notice of Informal Patent Application

6) ☐ Other: _____.

DETAILED ACTION

Continued Examination Under 37 CFR 1.114

A request for continued examination under 37 CFR 1.114, including the fee set

forth in 37 CFR 1.17(e), was filed in this application after final rejection. Since this

application is eligible for continued examination under 37 CFR 1.114, and the fee set

forth in 37 CFR 1.17(e) has been timely paid, the finality of the previous Office action

has been withdrawn pursuant to 37 CFR 1.114.

Applicant's submission filed on 22 January 2007 has been entered.

Response to Amendment

On 22 January 2007, applicant amended claims 80, 83, 85, 92 and 104.

Claims 80-86, 89-98, 101-110, 113-115 are pending and will be examined.

Claims 80, 92 and 104 are independent.

Claim Rejections - 35 USC § 112

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly
claiming the subject matter which the applicant regards as his invention.

Claims 80, 92 and 104 are rejected under 35 U.S.C. 112, second paragraph, as

being indefinite for failing to particularly point out and distinctly claim the subject matter

which applicant regards as the invention.

The claims refer to "...[offer] originating ....accessing a web page of the

recipient..." which is not described in the current and parent applications. The term will

be given its broadest reasonable interpretation as referring to data collected when a

data subject accesses a merchant's web site and provides information such as a

cookie, demographics, etc. Prior art will be interpreted as reading on applicant's claim

limitations where prior art discloses that a customer browses merchant sites.

Claim Rejections - 35 USC § 102

The text of those sections of Title 35, U.S. Code not included in this action can

be found in a prior Office action.

Claims 80, 81, 92, 93, 95, 104, 105 are rejected under 35 U.S.C. 102(e) as being

anticipated Paltenghe (US PG-PUB 2001/0011250A1).

For purposes of Examination, Data subject is interpreted as a consumer/

customer, data recipient is interpreted as a merchant. Data subject registration is

interpreted as having a consumer's information retained on a data repository. Purchase

query is interpreted as an offer to buy sent by a merchant to a consumer. Purchase

reply is a consumer's acceptance of a merchant's offer.

As per claim 80, Paltenghe discloses method(s) for allowing

- a data subject (consumer, reference 25)

- to purchase (see, for example, at least paragraph 0061 and references to consumer

  purchases)

- an item (see, for example, at least references to goods, paragraph 0029)

- from a data recipient [merchant] (merchants and service providers, reference 27)

- over a computer network (Internet, for example, paragraph 6, network, paragraph 0045), comprising:

(a)   *receiving,* from a data subject network communication device (see at least paragraph 0010)

- an offer associated with a the data recipient [merchant] (see, for example, merchant offers, paragraph 0062; they are associated with merchants) and

- a message (see, for example, message(s), as in paragraph 0049, communication messages to/from consumers and Information Bank 23) including a network communication device software identifier (see, for example, at least paragraph 0007 and references to cookies),

- offer and the message being received at a data repository computer (see, for example, specific merchant offers received at Information Bank, forwarded to specific consumers, the offer associated with a specific merchant being accepted by the specific consumer; then the acceptance of that offer sent to the Information Bank as message 29 from consumer 25 to Information Bank 23, as in Fig. 1);

- the offer originating from the data subject [consumer] accessing a web page of the recipient (see, for example, a customer browsing merchant sites, as in paragraph 0068; see also paragraph 0007, which discusses browsing web sites).

(b)   *determining* whether the data subject is registered (see, for example, references to service account, where consumer information may be stored for future use, as in applicant's disclosures, page 26, lines 26-27);

(c)   **determining** whether the data recipient [merchant] is authorized (see, for

example, at least references to authorized merchants, as in paragraph 0010);

(d)   [if the data subject is registered and the data recipient [merchant] is authorized],

retrieving purchasing information associated with the data subject from a database in

the data repository computer (see, for example, at least paragraphs 0014 and 0071,

concerning purchasing information such as credit card);

(e)   sending a purchase query to the data subject network communication device

(see, for example, at least paragraphs 0026, consumers can search shop and

negotiate, and 0061, the information bank sends merchant's offer to a consumer) ; and

(f)   in response to a purchase reply received from the data subject network

communication device, sending purchase transaction information to the data recipient

[merchant]. See, for example, at least paragraph 0029, concerning billing consumers

for purchases.

   As per claim 81, Paltenghe discloses that determining whether the data subject

[consumer] is registered includes determining whether the network communication

device software identifier matches an entry in the database (see, for example, at least

references to cookies, as in paragraph 0007).

   As per claim 83, Paltenghe discloses that purchasing information associated

with the data subject [consumer] includes credit card information and shipping

information, the shipping information including a shipping address and a preferred

shipping method (see, for example, at least paragraphs 0071, 0072).

   Claim 92 is rejected on the same grounds as claim 80.

Claim 93 is rejected on the same grounds as claim 81.

Claim 95 is rejected on the same grounds as claim 83.

Claim 104 is rejected on the same grounds as claim 80.

Claim 105 is rejected on the same grounds as claim 81.

Claim Rejections - 35 USC § 103

The text of those sections of Title 35, U.S. Code not included in this action can

be found in a prior Office action.

Claims 82-86, 89-91, 94, 96-98, 101-103, 106-110, 113-115 are rejected under

35 U.S.C. 103(a) as being unpatentable over Paltenghe in view of Meyers (US

6,915,271).

As per claim 82 Palthenge ***does not*** specifically disclose that an offer includes

a data recipient [merchant] identifier, an item price, a data recipient [merchant] digital

signature, a final price indicator and a transaction number. Meyer discloses that the

offer includes a data recipient [merchant] identifier (see, for example, references to

URL, as in Col. 39, lines 29-55), an item price (see, for example, at least Col. 41,line

66-Col. 42, line 25), a data recipient [merchant] digital signature (see at least Col. 47,

line 48-Col. 48, line 4), a final price indicator and a transaction number (see, for

example, at least Col. 41,line 66-Col. 42, line 25, total price, transaction ID number).

It would have been obvious to one of ordinary skill in the art at the time the

invention was made to combine Palthenge and Meyer to disclose that an offer includes

a data recipient [merchant] identifier, an item price, a data recipient [merchant] digital signature, a final price indicator and a transaction number.

One of ordinary skill in the art at the time the invention was made would have been motivated to combine Palthenge and Meyer to disclose that an offer includes a data recipient [merchant] identifier, an item price, a data recipient [merchant] digital signature, a final price indicator and a transaction number for the obvious reason that the details may be used for tracking and analysis on a regular basis, possibly identifying suspicious patterns.

As per claim 84, Palthenge *does not* specifically disclose determining whether the credit card information is accepted by the data recipient [merchant]. Meyer discloses determining whether the credit card information is accepted by data recipient [merchant] (see, for example, at least Col. 41, lines 22-40, Col. 50, lines 38-52).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Palthenge and Meyers to disclose determining whether the credit card information is accepted by the data recipient [merchant].

One of ordinary skill in the art at the time the invention was made would have been motivated to combine Palthenge and Meyers to disclose determining whether the credit card information is accepted by the data recipient [merchant] for the obvious reason that a merchant may wish to get paid for purchases.

As per claim 85, Paltenghe discloses obtaining a new price from the data recipient [merchant] based on the shipping address and the preferred shipping

method; and setting the item price equal to the new price (see, for example, at least paragraph 0072).

As per claim 86, Palthenge *does not* specifically disclose prompting the data subject [consumer] for a passphrase; and authenticating the data subject [consumer] based on a passphrase stored within the database. Meyer discloses prompting the data subject [consumer] for a passphrase; and authenticating the data subject [consumer] based on a passphrase stored within the database (see, for example, at least Col. 33, lines 23-34, Col. 39, lines 29-35).

It would have been obvious to one of ordinary skill at the time the invention was made to combine Palthenge and Meyer to specifically disclose prompting the data subject [consumer] for a passphrase; and authenticating the data subject [consumer] based on a passphrase stored within the database.

One of ordinary skill at the time the invention was made would have been motivated to combine Palthenge and Meyer to specifically disclose prompting the data subject [consumer] for a passphrase; and authenticating the data subject [consumer] based on a passphrase stored within the database for the obvious reason that consumer information may thus be protected from unauthorized use.

As per claim 89, Palthenge *does not* specifically disclose storing the transaction information in an authorized data recipient [merchant] transaction log. Meyer discloses storing the transaction information in an authorized data recipient [merchant] transaction log (see, for example, at least Col. 50, lines 53-27).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Palthenge and Meyer to disclose storing the transaction information in an authorized data recipient [merchant] transaction log.

One of ordinary skill in the art at the time the invention was made would have been motivated to combine Palthenge and Meyer to disclose storing the transaction information in an authorized data recipient [merchant] transaction log for the obvious reason that merchants may wish to analyze the data periodically and on a regular basis, such as for suspicious patterns.

As per claim 90, Palthenge does not specifically disclose storing the transaction information in a data subject [consumer] transaction log. Meyer discloses storing the transaction information in a data subject [consumer] transaction log (see, for example, at least Col. 4, lines 8-31, Col. 8, lines 11-37).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Palthenge and Meyer to disclose storing the transaction information in a data subject [consumer] transaction log.

One of ordinary skill in the art at the time the invention was made would have been motivated to combine Palthenge and Meyer to disclose storing the transaction information in a data subject [consumer] transaction log for the obvious reason that merchants may wish to analyze the data periodically and on a regular basis, such as for suspicious patterns.

As per claim 91, Palthenge ***does not*** specifically disclose sending a transaction confirmation message to the data subject [consumer]. Meyer discloses sending a

transaction confirmation message to the data subject [consumer] (see, for example, at least Col. 41, lines 22-40, Col. 42, line 59-Col. 43, line 14).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Palthenge and Meyer to disclose sending a transaction confirmation message to the data subject [consumer].

One of ordinary skill in the art at the time the invention was made would have been motivated to combine Palthenge and Meyer to disclose sending a transaction confirmation message to the data subject [consumer] for the obvious reason of letting a consumer make purchases and to assure that settlement can take place.

Claim 94 is rejected on the same grounds as claim 82.

Claim 96 is rejected on the same grounds as claim 84.

Claim 97 is rejected on the same grounds as claim 85.

Claim 98 is rejected on the same grounds as claim 86.

Claim 101 is rejected on the same grounds as claim 89.

Claim 102 is rejected on the same grounds as claim 90.

Claim 103 is rejected on the same grounds as claim 91.

Claim 106 is rejected on the same grounds as claim 82.

Claim 107 is rejected on the same grounds as claim 83.

Claim 108 is rejected on the same grounds as claim 84.

Claim 109 is rejected on the same grounds as claim 85.

Claim 110 is rejected on the same grounds as claim 86.

Claim 113 is rejected on the same grounds as claim 89.

Claim 114 is rejected on the same grounds as claim 90.

Claim 115 is rejected on the same grounds as claim 91.

Response to Arguments

Applicant's comments concerning priority are noted.

Rejections under 35 USC 112 are withdrawn in view of amendment.

Applicant's arguments filed 22 January 2007 have been fully considered but they

are not persuasive.

Applicant argues:

> Paltenghe does not disclose such a method, system or machine-readable medium where
> the offer originates from the data subject accessing a Web page of the data recipient. In
> fact, Paltenghe specifically teaches away from such a modification. In [0061] Paltenghe
> indicates that merchant offers which satisfy consumer criteria are forwarded by the
> information bank 23 to the consumer 25, and that the merchant will not know the identity
> or address information of the consumer, nor will the consumer 25 know the identity of the
> merchant. Instead, offers meeting consumer profiles are forwarded by the information
> bank to the consumer [0062]. Meyer does not resolve these deficiencies. Withdrawal of
> the rejections is requested.

In response, the Examiner notes Paltenghe also describes offers originating from

when a customer accesses a merchant web site, as in paragraphs 0007 and 0068.

Conclusion

Any inquiry concerning this communication or earlier communications from the

examiner should be directed to James H. Zurita whose telephone number is 571-272-

6766. The examiner can normally be reached on 8a-5pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's

supervisor, Jeffrey A. Smith can be reached on 571-272-6763. The fax phone number

for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the

Patent Application Information Retrieval (PAIR) system. Status information for

published applications may be obtained from either Private PAIR or Public PAIR.

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USPTO Customer Service Representative or access to the automated information

system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

James Zurita
Primary Examiner
Art Unit 3625
10 April 2007

JAMES ZURITA
PRIMARY EXAMINER